IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)

In re:	*	
WHISKEY ONE EIGHT, LLC	*	Case No: 15-19885-DER (Chapter 11)
Debtor	*	

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DISCLOSURE OF COMPENSATION OF ATTORNEY
FOR DEBTOR PURSUANT TO FED.R.BANKR.P. 2016(b)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am a member of Yumkas, Vidmar & Sweeney, LLC ("YVS"), and I am an attorney for the above-named Debtor. Compensation paid to YVS within one year before the filing of the petition in bankruptcy (the "Petition Date"), or agreed to be paid to YVS, for services rendered or to be rendered on behalf of and for the benefit of the Debtor, in contemplation of or in connection with the bankruptcy case, is as follows:

   (a) A payment in the amount of $5,000.00 was received from Red Plane Aviation, LLC ("Red Plane"), an entity owned by Andrew Zois, Managing Member of the Debtor, on March 27, 2015 and deposited into escrow with YVS;

   (b) A payment in the amount of $10,000.00 was received from Red Plane on July 13, 2015 and deposited into escrow with YVS; and

   (c) A payment in the amount of $1,717.00 was received from Red Plane on July 13, 2015 and deposited into escrow with YVS.

2. Payments were made within one year before the Petition Date to pay fees and expenses incurred as follows:

   (a) On April 8, 2015, the amount of $3,608.00 was paid from YVS's escrow account for prepetition services rendered from March 10, 2015 through March 26, 2015;

   (b) On May 13, 2015, the amount of $943.00 was paid from YVS's escrow account for prepetition services rendered from April 14, 2015 through April 30, 2015;

   (c) On June 4, 2015, the amount of $449.00 was paid from YVS's escrow account for prepetition services rendered from May 1, 2015 through May 8, 2015;

   (d) The amount of $1,717.00 was paid from escrow to cover the Chapter 11 filing fee on July 14, 2015; and

(e) The amount of $10,000.00 was paid from escrow on account of prepetition services on July 14, 2015 for services performed from May 9, 2015 through July 11, 2015.

3. YVS has agreed to act as counsel to the Debtor provided it receives an initial retainer of $26,000.00, to be provided within fourteen (14) days of the Petition Date from the Debtor's funds, proceeds of debtor-in-possession financing, Red Plane, or Andrew R. Zois or his designee (the "Retainer") subject to Court approval of this Application. The Retainer will not be considered to be payment of fees, but rather a deposit to partially secure payment of Court approved fees. Unless otherwise ordered by the Court, the Retainer will remain subject to the Debtor's direction and control.

4. The source of compensation to be paid to YVS beyond the Retainer is from the Debtor, Red Plane and/or Andrew R. Zois or his designee, as necessary, subject to a supplemental disclosure.

5. Neither I nor YVS has agreed to share the above-disclosed compensation with any other person unless they are members or associates of YVS.

6. YVS has agreed to render legal service for all aspects of the bankruptcy case, including, without limitation:

(a) Advising the Debtor of its rights, powers and duties as a debtor and debtor in possession;

(b) Advising the Debtor concerning, and assisting in the negotiation and documentation of, financing agreements, debt restructurings and related transactions;

(c) Representing the Debtor in defense of any proceedings instituted to reclaim property or to obtain relief from the automatic stay under § 362(a) of the Bankruptcy Code;

(d) Reviewing the nature and validity of liens asserted against the property of the Debtor and advising the Debtor concerning the enforceability of such liens;

(e) Advising the Debtor concerning the actions that it might take to collect and to recover property for the benefit of the Debtor's estate;

(f) Preparing on behalf of the Debtor all necessary and appropriate applications, motions, pleadings, draft orders, notices, schedules and other documents, and reviewing all financial and other reports to be filed in this Chapter 11 case;

(g) Advising the Debtor concerning, and preparing responses to, applications, motions, pleadings, notices and other papers that may be filed and served in this Chapter 11 case;

(h) Counseling the Debtor in connection with the formulation, negotiation and promulgation of a plan of reorganization or liquidation and related documents; and

(i) Performing all other legal services it is qualified to handle for and on behalf of the Debtor that may be necessary or appropriate in the administration of this Chapter 11 case and the Debtor's business, including advising and assisting the Debtor with respect to debt restructurings, claims analysis and disputes, legal advice with respect to general corporate, bankruptcy, and finance, and matters and litigation other than for discrete matters for which special counsel may be retained.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to YVS for representation of the Debtor in this bankruptcy proceeding.

/s/ Lawrence J. Yumkas

Lawrence J. Yumkas, 06357
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Counsel for Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th day of July 2015, notice of filing of the Disclosure of Compensation of Attorney for Debtor Pursuant to Fed.R.Bankr.P. 2016(b) was sent electronically to those parties listed on the docket as being entitled to such electronic notices.

/s/ Lawrence J. Yumkas
Lawrence J. Yumkas

The following parties received
electronic notice of the filing:

Office of the U.S. Trustee
101 West Lombard Street
Baltimore, Maryland 21201

Lawrence J. Yumkas, Esquire
Counsel for Debtor
Yumkas, Vidmar & Sweeney, LLC
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